



**Seattle Multimodal Terminal
at Colman Dock
Project**

**REQUEST FOR FINAL PROPOSALS
for
GENERAL CONTRACTOR/
CONSTRUCTION MANAGER SERVICES**

Division 00 52 55

Agreement for Preconstruction Services

DATE ISSUED: Industry DRAFT February 23, 2015

PROPOSALS DUE: April 20, 2015

AGREEMENT FOR PRECONSTRUCTION SERVICES

PROJECT: Seattle Multimodal Terminal at Colman Dock Project

THIS AGREEMENT is made and entered into by and between the Washington State Department of Transportation – Ferries Division (Owner) and [REDACTED], (Contractor). This Agreement shall be effective on the last signature date set forth below, and shall be the agreed basis for the performance of and compensation for Preconstruction Services for the above project.

RECITALS:

- A. Owner intends to design and construct the above project utilizing the services of a Heavy Civil General Contractor/Construction Manager (“GC/CM”).
- B. Contractor has submitted the highest scoring proposal to provide Heavy Civil GC/CM services, part of which includes preconstruction services.
- C. Owner and Contractor agree as follows:

AGREEMENT:

1. Scope of Work: Contractor agrees to furnish all services necessary to perform Preconstruction Services as called for in the Scope of Work for Preconstruction Services in Attachment A, in the Preconstruction Work Plan in Attachment B, in Article 9 of the Instructions to Proposers for GC/CM Services, and Section 9 of the Request for Proposals for GC/CM Services for the above project. Contractor also agrees to provide all professional personnel necessary to perform the required Preconstruction Services including those named in response to Section 9.2.3 of the Request for Proposals for GC/CM Services.
2. Compensation: Owner will pay Contractor the agreed-upon sum of \$ [REDACTED], excluding Washington State sales tax, for such Preconstruction Services. The Contractor will be paid monthly for its services based on actual time and expenses without markup, not-to-exceed the total compensation set forth above. Any amount that exceeds the total compensation agreed to will be at the Contractor’s sole cost and expense unless there are scope changes in the Preconstruction Services authorized by change order or amendment.
3. Early Subcontract Bidding: Consistent with RCW 39.10.370, the Contractor may bid major subcontract bid packages before the Owner and Contractor reach an agreement on the MACC for the project. In the event the Contractor chooses to do so, before soliciting such

1 subcontract bids, the Contractor shall submit, for review and approval by the Owner: a) a
2 Construction Management and Contract Plan outlining the subcontract packages with bid
3 package estimates and a procurement schedule for each package; b) an Outreach Plan
4 incorporating the requirements of Section 1-07.11 Requirements for Nondiscrimination of
5 the General Requirements for Heavy Civil GC/CM Contract; c) bidding instructions; d)
6 standard Subcontract agreements; and e) an updated Summary Schedule as described in
7 Section 1-08.3 Progress Schedule of the General Requirements. All costs associated with
8 bidding of such bid packages shall be the responsibility of the Contractor. Only to the
9 extent that the Contractor has included the costs of such subcontract bidding in its bid for
10 Specified General Conditions work, and only if the Owner and GC/CM execute a GC/CM
11 contract, will the Contractor be reimbursed for the costs of such subcontract bidding.

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13 4. Inability to Execute GC/CM Contract: This Agreement is solely for Preconstruction
14 Services. In entering into this Agreement, Owner and Contractor recognize that they may
15 not be able to negotiate a MACC for this project. Accordingly, Owner and Contractor are
16 not relying on the assumption that a GC/CM Contract will subsequently be signed. In the
17 event Owner and Contractor do not successfully negotiate a MACC for this project, as
18 defined in the Request for Final Proposals for GC/CM Services, this Agreement will be
19 terminated and Contractor will be paid the value of its Preconstruction Services to the
20 date of termination and will not be entitled to any other compensation, damages, loss of
21 profits or payment of any other kind.

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23 5. Prevailing Wages: To the extent that any of the work of this Agreement is subject to the
24 payment of prevailing wages, the Contractor shall comply with all applicable provisions of
25 State and Federal Regulations regarding prevailing wages, shall provide the Owner with
26 all documents required therein, and shall pay not less than the prevailing rate of wage to
27 such laborers, workers, or mechanics in each trade or occupation required for the work
28 whether performed by the Contractor, subcontractor, or other person doing or
29 contracting to do the whole or any part of the work subject to prevailing wages and
30 contemplated by this Agreement. The due date for Final Proposals shall be the effective
31 date for any prevailing wages required to be paid under this Agreement. In any case, the
32 Contractor shall not pay any person described herein less than the hourly minimum rate
33 of wage.

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35 6. Statement of Intent to Pay Prevailing Wages: Prior to the Owner paying the Contractor
36 for any work under this Agreement, whether such work is subject to prevailing wages or
37 not, the Contractor shall file with the Owner a Statement of Intent to Pay Prevailing
38 Wages for itself, and a Statement of Intent to Pay Prevailing Wages for any subcontractor
39 of any tier that performed work subject to prevailing wages during the period for which
40 payment is sought. All such Statements of Intent to Pay Prevailing Wages must be
41 approved by the Department of Labor and Industries prior to filing them with the Owner.

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2 7. Retainage: Retainage may not be withheld from federally funded contracts, including
3 this Contract. Accordingly, the Owner shall pay 100% of each payment to the Contractor
4 under this Agreement.

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6 8. Payment and Performance Bonds: A Contract Bond covering performance and payment
7 risk exposure, for 100% of the amount of the Agreement, including any amendments or
8 changes to the Agreement and state sales tax, shall be furnished to the Owner for the
9 work of this Agreement, using AIA Document A312, or other form acceptable to the
10 Owner.

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12 9. Amendments: Owner may authorize by unilateral amendment to this Agreement the
13 performance of additional work by the Contractor when deemed necessary by Owner.
14 Any amendment for additional work shall be individually authorized in writing by Owner
15 prior to performance by the Contractor.

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17 The Contractor may, within 14 calendar days from the date of the Owner's unilateral
18 amendment, submit a written objection of the amendment to the Owner. If such an
19 objection is filed with the Owner within the time specified, the amendment shall not
20 become effective unless signed by both parties.

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23 **ATTACHMENTS:** The following documents, whether attached hereto or not, are hereby
24 incorporated by reference and made a part of this Agreement, as if set forth herein in full:

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26 Attachment A: Scope of Work for Preconstruction Services
27 Attachment B: Preconstruction Work Plan (Owner's Form)
28 Attachment C: Insurance Requirements
29 Attachment D: Guidelines for Indirect Expenses
30 Attachment E: Prevailing Wage Information
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Agreement for Preconstruction Services
Washington Department of Transportation – Ferries Division

This Agreement constitutes the entire understanding between the Contractor and the Owner relative to the matters identified herein. Upon receipt of this signed Agreement, Contractor is authorized to proceed.

OWNER:

**Washington State Department
of Transportation – Ferries Division**

By:

Signature

Date

Name

Title: _____

CONTRACTOR:

[Enter Contractor's Business Name]

By:

Signature

Date

Name:

Title: _____